BOOK 817 PAGE 109

STATE MS.-DESOTO CO.

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BK 817 PG 109 W.E. DAVIS CH. CLK.

DENNIS A. HICKLE, ET UX

TO

DEED OF TRUST

HOWARD LOIS BROWN

THIS INDENTURE, made this <u>20</u> day of March, 1996, between DENNIS A. HICKLE and Wife, BONNIE J. HICKLE, party of the first part, and HOWARD LOIS BROWN, party of the second part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of FIFTEEN THOUSAND SIX HUNDRED SIXTY DOLLARS (\$15,660.00) evidenced by one Promissory Note of even date with the final installment due March 1, 2003:

Therefore in consideration of the premises, and of the sum of One Dollar to the party of the first part by JOEL P. WALKER, Trustee, the party of the first part has this day granted, sold, conveyed and warranted to said Trustee the land in DeSoto County, Mississippi described as follows:

Lot 8, Nesbit Estates Part I, Section 30, Township 2 South, Range 7 West, in DeSoto County, Mississippi as shown on plat of record in Plat Book 27, Page 17, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description.

The indebtedness may be paid before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due day thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS the signatures of the party of the first part the date written above.

DENNIS A. HICKLE

1, 341-38-2043

BONNIE JYHICKLE

STATE OF MISSISSIPPI COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named DENNIS A. HICKLE and wife, BONNIE J. HICKLE who acknowledged signing and delivering the above and foregoing Deed of Trust on the day and date, therein mentioned as a free and voluntary act and deed and for the purposes therein acceptable.

Solven under my hand and official sent of office this the 30th day of MARCH, 1996.

TARY

Notary Public

Ax Commission Expires:

June 12:1996

PREPARED BY:

WALKER, BROWN & BROWN, P.A. P.O. Box 276 220 W. Commerce Hernando, MS 38632 (601) 429-5277 (901) 521-9292 j hickle to brown dt 9